



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 8

1595 Wynkoop Street
DENVER, CO 80202-1129
Phone 800-227-8917
http://www.epa.gov/region08

Ref: 8ENF-L

JUL 17 2009

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Coburn First Western Insurance 152 Sherman Street P.O. Box 507 Deadwood, South Dakota 57732

Re: Request for Information Pursuant to Section 104 of CERCLA Gilt Edge Mine Site, Lawrence County, South Dakota

Dear Sir or Madam:

This letter seeks your cooperation in providing information and documents relating to Brohm Mining Corporation, Brohm Resources, Inc., Dakota Mining Corporation, MinVen Gold Corporation, Lacana Mines, Inc, and Lacana Gold, Inc., former operators of the Gilt Edge Mine Superfund Site, located in Lawrence County, South Dakota. The United States Environmental Protection Agency (EPA) is writing this letter to you because we have information that indicates that your company or its predecessor may have brokered liability insurance issued to at least one of these operators that may cover claims relating to releases of hazardous substances at the Site. Copies of the relevant documents are enclosed. EPA is currently investigating the nature and extent of contamination at the Gilt Edge Mine and past operations at the Site.

Pursuant to the authority of Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9604, as amended, you are hereby requested to respond to the Information Request set forth in Enclosure 1, attached hereto. EPA seeks your voluntary cooperation in this investigation. Your compliance with the Information Request is appreciated and is required by law. Please provide a complete and truthful response to this Information Request within **thirty (30) days** of your receipt of this letter. Section 104 of CERCLA, 43 U.S.C. Section 9604, authorizes EPA to pursue penalties for failure to meet that deadline or failure to respond adequately. In addition, providing false, fictitious or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. Section 1001.

This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. §§ 3501, et seq.

Your response to this request must be accompanied by a notarized certificate that is signed and dated by the person who is authorized by you to respond to this request. The notarized certificate must state that the response submitted to EPA is complete and contains all documents and information responsive to this request that are known to you following a complete and thorough review of all information and sources available to you. A suggested format for the notarized certificate is included with this request as Enclosure 2.

Your response to this Information Request should be mailed to:

U.S. EPA Region 8 Sharon Abendschan, Enforcement Specialist Technical Enforcement Program, 8ENF-RC 1595 Wynkoop Street Denver, Colorado 80202

If you have any questions relating to this Information Request, please contact Andrea Madigan, EPA Enforcement Attorney, at (303) 312-6904 or Sharon Abendschan at (303) 312-6957. Thank you for your cooperation in this matter.

Sincerely,

Kelcey Land, Acting Director Technical Enforcement Program, Office of Enforcement, Compliance,

And Environmental Justice

Enclosures

INFORMATION REQUEST Instructions

- 1. Please provide a separate narrative response to each and every Question and subpart of a Question set forth in this Information Request.
 - 2. Precede each answer with the number of the Question to which it corresponds.
- 3. If information or documents not known or not available to you as of the date of submission of a response to this Information Request should later become known or available to you, you must supplement your response to EPA. Moreover, should you find, at any time after the submission of your response, that any portion of the submitted information is false or misrepresents the truth, you must notify EPA of this fact as soon as possible and provide EPA with a corrected response.
- 4. For each document produced in response to this Information Request, indicate on the document, or in some other reasonable manner, the number of the Question to which it corresponds.
- 5. The information requested herein must be provided even though the Respondent may contend that it includes possibly confidential information or trade secrets. You may, if you desire, assert a confidentiality claim covering part or all of the information requested, pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, as amended by SARA, 42 U.S.C. § 9604(e)(7)(E) and F, Section 3007(b) of RCRA, 42 U.S.C. § 6927(b), and 40 C.F.R. 2.203(b), by attaching to such information at the time it is submitted, a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as "trade secret," or "proprietary" or "company confidential." Information covered by such a claim will be disclosed by EPA only to the extent, and only by means of the procedures set forth in 40 C.F.R. Part 2, 41 Fed. Reg. 36,902 (1976) (amended at 43 Fed. Reg. 40,000 (1978), and 50 Fed. Reg 51,661 (1985)). If no such claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to you. You should read the above cited regulations carefully before asserting a business confidentiality claim, since certain categories of information are not properly the subject of such a claim.
- 6. All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA, 42 U.S.C. Section 9601 et seq., RCRA, 42 U.S.C. Section 6901 et seq., or Volume 40 of the Code of Federal Regulations (CFR), in which case such statutory or regulatory definitions shall apply.
 - 7. Identify the person(s) answering these Questions on behalf of Respondent.
- 8. For each and every Question contained herein, identify all persons consulted in the preparation of the answer.

- 9. For each and every Question contained herein, identify documents consulted, examined, or referred to in the preparation of the answer or that contain information responsive to the Question and provide accurate copies of all such documents.
- 10. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional information or documents they may have.
- 11. For each and every Question contained herein, if information or documents responsive to this Information Request are not in your possession or control, then identify the persons from whom such information or documents may be obtained.

Definitions

The following definitions shall apply to the following words as they appear in this Enclosure 1:

- 1. The term "you" or "Respondent" shall mean the addressee of this Request, the addressee's officers, managers, employees, contractors, trustees, partners, predecessors, successors, assigns, and agents.
- 2. The term "identify" means, with respect to a natural person, to set forth the person's name, present or last known business address and business telephone number, present or last known home address and home telephone number, and present or last known job title, position or business.
- 3. The term "identify" means, with respect to a corporation, partnership, business trust or other association or business entity (including a sole proprietorship) to set forth its full name, address, legal form (e.g., corporation, partnership, etc.), organization, if any, and a brief description of its business.

QUESTIONS

- 1. Please provide copies of all casualty, liability and/or pollution insurance policies issued by Respondent (or Respondent's predecessors) to Brohm Mining Corporation, Brohm Resources, Inc., Dakota Mining Corporation, MinVen Gold Corporation, Lacana Mines, Inc, and Lacana Gold, Inc., from 1980 to present, including but not limited to comprehensive general liability, primary, umbrella and excess policies, as well as any environmental impairment liability or pollution legal liability insurance.
- 2. If there are any casualty, liability and/or pollution insurance policies issued by Respondent (or Respondent's predecessors) to Brohm Mining Corporation, Brohm Resources, Inc., Dakota Mining Corporation, MinVen Gold Corporation, Lacana Mines, Inc, and Lacana Gold, Inc., from 1980 to present of which you have any evidence, or are aware, but have no copies, identify each such policy to the best of your ability by identifying:

- a. The name and address of each insurer and of the insured;
- b. The type of policy and policy numbers;
- c. The per occurrence or per accident policy limits of each policy; and
- d. The commencement and expiration dates of such policy.
- 3. To the extent not identified in Questions 1 or 2 above, provide all other evidence of casualty, liability and/or pollution insurance issued to Brohm Mining Corporation, Brohm Resources, Inc., Dakota Mining Corporation, MinVen Gold Corporation, Lacana Mines, Inc, and Lacana Gold, Inc., from 1980 to present.
- 4. For each policy of insurance identified in Questions 1, 2 or 3 above, provide copies of all underwriting files, claim files, loss control files, and premium audits, as well as any accounting records including retrospective rating adjustments, for each such policy.
- 5. Please provide all documents and files that constitute evidence, refer, or relate to claims made by Brohm Mining Corporation, Brohm Resources, Inc., Dakota Mining Corporation, MinVen Gold Corporation, Lacana Mines, Inc, and Lacana Gold, Inc., under any of the policies identified in Questions 1, 2 or 3.
- 6. Identify all previous settlements by Respondent (or Respondent's predecessors) with Brohm Mining Corporation, Brohm Resources, Inc., Dakota Mining Corporation, MinVen Gold Corporation, Lacana Mines, Inc, and Lacana Gold, Inc., which relate in any way to environmental liabilities and/or to casualty, liability and/or pollution insurance coverage, including:
 - a. The date of the settlement;
 - b. The scope of release provided under such settlement;
 - c. The amount of money paid by Respondent pursuant to such settlement.
 - 7. Provide copies of all settlement agreements identified in response to Question 6.
- 8. Identify all insurance agencies or brokerage firms that placed any casualty, liability and/or pollution insurance policies issued by Respondent (or Respondent's predecessors) to Brohm Mining Corporation, Brohm Resources, Inc., Dakota Mining Corporation, MinVen Gold Corporation, Lacana Mines, Inc, and Lacana Gold, Inc., from 1980 to present. Include the name, address, telephone number and time period when the agency placed insurance on behalf of the Respondent as well as the name and current whereabouts, if known, of individuals at the agency or brokerage firm with whom the Respondent communicated and the nature of the communication. If the Respondent believes no agency or brokerage firm was used to buy casualty and/or liability and environmental insurance, provide an explanation of how such insurance was purchased.

ENCLOSURE 2

NOTARIZED CERTIFICATE

state:	I,, having been duly sworn and being of legal age, hereby e:							
	I am the person authorized by pond to the Environmental Protection A ilt Edge Mine Site located in Lawrence	gency's (EPA's) request for information concerning County, South Dakota.						
2. releva	I have made a complete and thorough review of all documents, information, and source evant to the request.							
3. inforn	I hereby certify that the attached responsive to the	onse to EPA's request is complete and contains all request.						
	•	<u></u> .						
		(Signature) (Name, Title)						
	(SEAL)							
	Subscribed and sworn to me this day of,2009.							
	Notary Public							
	My Commission Expires My address is							

ckole

INSURANCE BINDER

BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT E COMDISIONS SHOWN ON THE REVERSE SIDE OF THIS FORM Binder No. 345

NAME	AND ADDRESS OF AGENCY		COMPANY					
COBURN INSURANCE AGENCY PO Box 507			CONTINENTAL INSURANCE COMPANY Elfective 12:01 A m 9/25/					
Deadwood, SD 57732			Expires 12:01 am Noon10/25/ 1986 L. This binder is issued to extend coverage in the above named					
			company per expiring policy #					
NAME AND MAILING ADDRESS OF INSURED			Description of Operation/Vehicles/Property					
GILT EDGE, INC. PO Box 485			Vacant land (1300 acres), office & warehouse					
	eadwood, SD 57732							
		- College				RECORD DAY	Coins	
	Type and Location of Property		Coverage/Per	ils/Forms	Amt of Insurance	Ded.	Coins.	
P	Office & Warehouse equipment F:		Fire, E.C., V&MM & Optional Perils		\$3,000	100	-80	
σαοσωα								
Ϋ́								
	Type of Insurance		Coverage/Forms		Limits of Liability			
LIABILITY	Scheduled Form Comprehensive Form Premises/Operations Products/Completed Operations Contractual Other (specify below) Med. Pay. \$ 500 Per \$10,000 Per			Bodily Injury	Each Occurrence	Aggreg	ate i	
			OL&T			•		
				Property Damage Bodily Injury &	\$	<u></u>		
			***** y****	Property Damage Combined	erty Damage \$ \$ \$ \$ \$ \$ \$ \$ \$		000	
	Personal Injury		<u>a De De</u>	Personal Injury S Limits of Liability				
AUTO	Liability & Non-owned & Hired Comprehensive-Deductible \$ 100 Collision-Deductible \$ 250 Medical Payments \$			Bodily Injury (Each Person) \$ Bodily Injury (Each Accident) \$				
SOβ-				Property Damage \$				
LΕ	No Fault (specify): Other (specify):		Bodily Injury & Property Damage Combined			s 500,000		
WORKERS' COMPENSATION Statutory Limits (specify states below) EMPLOYERS' LIABILITY - Limit \$								
SPECIAL CONDITIONS/OTHER COVERAGES								
				•				
NAME AND ADDRESS OF MORTGAGEE DLOSS PAYEE DADD'S INSURED								
LOAN NUMSER								
		•	-1/			/9	25/8	
~~	IDD 76-11-177 as		Signaturi	of Mithorized Represo	entative	Date		
6.~~	RO 75 (11777-c)			1 .				

dcord

INSURANCE BINDER

IS EINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT, A HZ CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM. Binder No. 361

	AND ADDRESS OF AGENCY	COMPANY CONTINENTAL INCLIDANCE COMPANY						
\sqcup	COBURN INSURANCE AGENCY P O Box 507		CONTINENTAL INSURANCE COMPANY Effective 12:01 A m 10-25 .19 86					
	Deadwood, SD 57732		Expires X 12:01 am Noon 11-25 .19 86					
			•	issued to extend a explain a policy # _	_		ned i	
NAME	AND MAILING ADDRESS OF INSURED		Description of Opera	tion/Vehicles/Props	rrty	osiow;		
	GILT EDGE, INC.		Vacant land	(1300 acres)	Office & Wa	rehou	se	
	P O Box 485							
	Deadwood, SD 57732				•	·		
	Type and Location of Property		Coverage/Peri	lls/Forms	Amt of Insurance	Ded.	Coins.	
PROPERTY	Office & Warehouse equipment	Fir	e, E.C., V&MM	& Optional Perils	\$ 3,000	100	80	
				 	11-9	<u> </u>		
	Type of Insurance	'	Coverage/Forms		Limits of Liability Each Occurrence			
L	Scheduled Form Comprehensive Form XX Premises/Operations Products/Completed Operations Contractual Other (specify below) XX Med. Pay. \$ 500 Per S10,000 Per Accident	OL&T		Bodily Injury	s	\$		
B				Property Damage	s	\ \S		
L T Y				Bodily Injury & Properly Damage Combined		\$500,000		
			A DB Dc					
A CASE	Liability X Non-owned X Hired XX Comprehensive-Deductible \$ 100 XX Collision-Deductible \$ 250 Medical Payments \$ Uninsured Motorist \$ No Fault (specify): Other (specify):			Limits of Liability Bodily Injury (Each Person) S				
U				Bodily Injury (Each Accident) S				
ОХОВ				Properly Damage		s		
Ē				Bodity Injury & Property Damage Combined		s500,000		
	[] WORKERS COMPENSATION — Statutory Limits (specify	slate	is below)	MPLOYERS' LIABII	.ITY Limit	\$		
SPE	CIAL CONDITIONS/OTHER COVERAGES			 			·	
NAME AND ADDRESS OF MORTGAGES COSS PAYES ADDIT INSURED								
LOAN NUMBER								
			47	(_ 10	-24-8	
	Signature of Authorized Representative Date							
Signature of Authorized Representative Date 10-24-86								

GENERAL CHANGE ENDORSEMENT The policy is hereby amended in accordance with any entry shown below: End. #1 Policy No. The Continental Insurance Company issued By 10901 Red Circle Drive LBA 2 94 94 24 11 Minnetonka, Minnesota 55343-9123 Effective Producer's Code Producer's Name and Address 12/08/86 19 86 at 12:01A Coburn Insurance Agency 1750 - 1775 1751 - 15 P.O. Box 507 Zip Code 40 181 042 Deadwood, South Dakota 57732 Named insured and Address NAME CHANGE ADDRESS CHANGE Indicate by if address of the insured is changed Indicate by x if numed insured is changed from Gilt Edge, Inc. (Number and Street, Town or City, County, .P.O. Box 485 that shown in the policy. from that shown in the policy. Deadwood, South Dakota 57732 State and Zip Code) Limit of LIAB. \$1,000,000. The limits of the company's liability are amended as follows: Physical Daniage Insurance Auto Medical Property PERSONAL Uninsured Added Protection Insurance (PPI) Specified Perils LIABILITY INJURY Motorists Collision Comprehensive Payments INSURANCE PROTECTION Insurance Coverage Coverage (Michigan only) Insurance Coverage Coverages Availatue Each Each each Actual cash value or cost of repair, whichever Accident person Accident is less minus the deductible shown Californial I'm cat. \$ s s s s lisablumo Applie \$25 S 250. \$25. 100. Deductible 500,000. 5,000. able 1,000,000. Deductable Deductible Limits Dointed s S Coverage ŝ s S s Added s s S s s S S 326 \$ 43 \$ 260 \$ s S \$ \$ Total Return Premiums s \$40. M.P. Hired Autos Total Additional Premiums | \$ 47 Non-Owned Autos \$40. It is agreed that the policy is amended as designated by an "X" The insurance terminates on the automobile described in the policy, except that if more than one automobile is Eliminate Car(s)described therein, the insurance terminates on (Identify Auto No(s):) .. Add Carls) - The insurance applies on the following described automobile(s): SIZE OF GISTRATION GROSS VEH. WEIGHT OR COMMERCIAL VEHICLE -MOTOR SERIAL NUMBER RATING INFORMATION FACTORS CODES BODY TYPE SERAN, TRUCK, TRACTOR, TRAILER, BUS, ETC. RUIOAN RAJO PURCHASE INFORMATION 40. YEAR GROSS COMB, WEIGHT OF RUS, PASS, CAPACITY SYMBOL PRIVATE PASSENGER VERICLE
IDENTIFICATION NUMBER MONTH YEAR / USE CLASS TOTAL COST NEW -N PRILL SECONO. CONG Name and Address Loss Payce Change Place of Principal Garaging . RADIUS CLASS Other Changes (Nescribe) Garage Location A # 50 mites B = 51.200 miles C = over 200 miles

This endorsement shall not be binding upon the company unless countersigned by a duly authorized representative of the company.

This endorsement forms a part of the designated policy and applies, unless otherwise stated herein, as of the effective time and date of such policy.

Printed in U.S.A.

USE CLASS

I = Service 2 = Retail 3 = Commercial



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No. L2 71 83 12

Endorsement No. #1a

Named Insured

Countersigned by ______(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE

AMENDMENT-LIMITS OF LIABILITY

(Single Limit)

(Individual Coverage Aggregate Limit)

SCHEDULE

Coverage	Limits of Liability			
Bodily Injury Liability and Property Damage Liability	\$1,000 ,000 each occurrence			
	\$ - ,000 aggregate			

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability:

- (a) The limit of liability stated in the Schedule of this endorsement as applicable to "each occurrence" is the total limit of the company's liability for all damages including damages for care and loss of services because of bodily injury and property damage sustained by one or more persons or organizations as a result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.
- (b) Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all bodily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate":
 - (1) all property damage arising out of premises or operations rated on a remuneration basis or Contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage

included in subparagraph (2) below;

- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) if Products—Completed Operations insurance is afforded, all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;
- (4) if Contractual Liability Insurance is afforded, all property damage for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

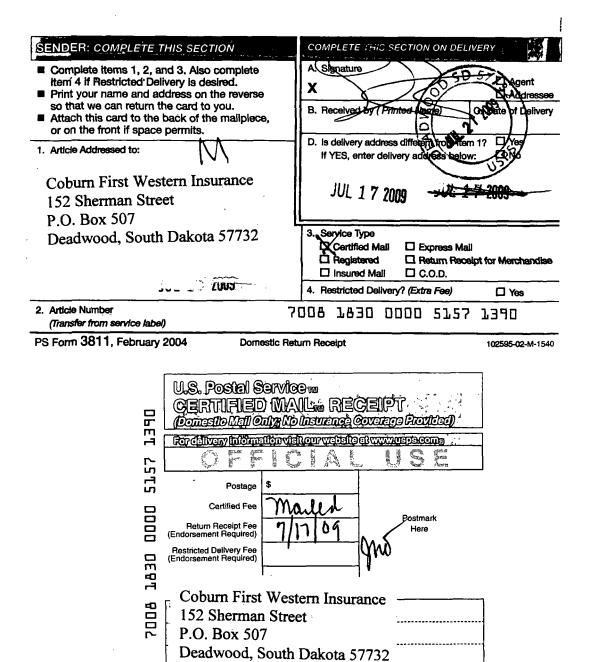
- to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured;
- (ii) to the sum of the damages for all bodily injury and property damages described in subparagraph (3); and
- (iii) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured.
- (c) For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general condition shall be considered as arising out of one occurrence.

GL 99 17 03 81









PS Form 3300. August 2003